



HSC

Confidential Trade Application



Primary Interest:

AIRTIME

SIM FREE

BOTH

HSC Account No:

Full Trading Name:

Limited Company/Sole Trader/Partnership/Other? Please specify:

Registered Name:

Full Trading Address:

Post Town:

Post Code:

Telephone No:

Fax No:

Email:

Website:

Company Registration No:

VAT No:

Date of Incorporation:

1st Date of Trading:

Financial Year End:

Company Secretary:

Registered Office:

Nature of Business:

Retail

B2B

IT

Fixed Line

Web

Current Distributor:

To enable us to open an account we require to see one of the following. Please tick relevant box.

Your Accounts

Business Plan

Please enter full home addresses and telephone numbers of all Partners/ Proprietors/ Directors

Name:

DOB:

Tel No:

Address:

Post Code:

Name:

DOB:

Tel No:

Address:

Post Code:

Please continue on separate sheet if applicable.

Bank Details:

Bank:

Sort Code:

Account Name:

Account No:

Address:

Post Code:

Specify your existing codes and codes being applied for:

Orange

Yes

Code is

No

Please apply

T-Mobile

Yes

Code is

No

Please apply

Three

Yes

Code is

No

Please apply

O2

Yes

Code is

No

Please apply

By signing below I accept that I have read, understood and agree to abide by the standard HSC terms and conditions which are published on www.yourhsc.com. I also agree that I have regular web access and may be informed of changes to these terms and conditions by e-shot to the email address I have provided on this form.

PRINT NAME:

DATE:

SIGNATURE:

Personal Guarantee



I,
Herein the “**Guarantor**” (full name of guarantor)

of

(full home address of guarantor)

Guarantee the obligations of the following dealer

Herein the “**Dealer**” (full name of customer)

To: The Carphone Warehouse Ltd T/a Hugh Symons Communications (the “Company”).

1. The Company and the Dealer are considering entering to the Hugh Symons Communication Dealer Terms and Conditions (the “Terms”) for the supply of goods, services and credit facilities to the Dealer by the Company.
2. In order to induce Company to enter into the Terms with the Dealer, the Guarantor has agreed to guarantee the obligations of the Dealer under the Terms, as set out in this Guarantee.
3. The Guarantor hereby covenants with the Company to be answerable and responsible for and unconditionally and irrevocably guarantees due and punctual performance of each obligation of the Dealer contained in the Terms and to pay and discharge on demand all and any sums, liabilities, costs and expenses now or hereafter properly accrued and due and payable to Company, upon demand and without proof, conditions, counterclaim, set-off or deduction, including:
 - a. debts which are due to the Company, including future debts (and including in particular debts arising under the clauses marked “clawback” under the Terms);
 - b. the Dealer’s actual or contingent liability to Company, including the whole of any liability which is incurred jointly with another person; or
 - c. any interest, charges or expenses (however they are incurred), by reason of the Dealer’s failure to perform such obligations or otherwise.
4. Indemnity: The Guarantor hereby indemnifies and agrees to keep Company fully and effectually indemnified from and against any and all losses costs actions proceedings claims damages expenses (including reasonable legal costs and expenses) or liabilities whatsoever suffered or incurred directly or indirectly in consequence of a breach by the Guarantor of the provisions of this Guarantee or from or out of any breach non-performance or non-observance by the Guarantor of any of the conditions, obligations, representations, warranties and undertakings on the part of the Guarantor in relation to the Dealer.
5. Continuing Security: This Guarantee is to be binding on the Guarantor as a continuing security and the obligations of the Guarantor hereunder are independent of those of the Dealer and therefore, Company shall not be required to take any proceeding or exhaust any remedy which it may have against the Dealer prior to calling on the Guarantor to satisfy the indemnity and/or obligations as set out in this Guarantee.
6. Right of Set-Off: Company may, without notice to the Guarantor, apply or otherwise withhold or set-off any out standing balance due or payable to the Guarantor under any separate contract, terms or other contractual arrangement in or towards satisfaction of any sum then due and payable from the Guarantor under this Guarantee by reason of the Guarantor’s failure to perform its obligations under the Terms.
7. Company’s Discretion: Company shall be at liberty at all times whether before or after any demand hereunder without prejudice to this Guarantee and without discharging or in any way affecting the Guarantor’s liability hereunder to:
 - a. grant to the Guarantor any time or indulgence;
 - b. deal with, exchange, renew, vary, release, modify or abstain from perfecting or enforcing any guarantees or rights which it may now or hereafter have from or against the Guarantor;
 - c. compound with, discharge, release or vary the liability of the Guarantor or concur in, accept or vary any compromise arrangement or settlement with the Guarantor or any other person or concur in or vary any deed of arrangement or deed of assignment which might be executed by such persons for the benefit of creditors; or
 - d. release compound with discharge or modify the liability of the Guarantor here under or make any other arrangement with the Guarantor as the parties hereto may decide.
8. Principal Debt: As a separate and independent stipulation, the Guarantor agrees that all sums of money properly owing by the Guarantor to Company as a result of the Guarantor failing to comply with any obligations, specifications or other terms hereunder which may not be recoverable from the Guarantor, will nevertheless be recoverable from the Guarantor as sole or principal debtor in respect thereof and shall be paid or repaid on demand in writing made by Company.
9. Performance: The obligations of the Guarantor set out herein represent a continuing indemnity and shall remain in force until any or all indebtedness owed or incurred by the Dealer shall have been paid in full and such obligation shall not be affected by:
 - a. any change to the Dealer’s obligations to Company;
 - b. any granting of time or indulgence;
 - c. any settlement or release agreed with Dealer or any other Guarantor;
 - d. any invalidity, illegality or voidness of the Dealer’s obligations to Company;
 - e. any other event which would not discharge Guarantor if Guarantor were jointly liable with the Dealer to pay all amounts due to the Company.
10. Joint and Several: Each of the Guarantors shall be jointly and severally liable for any and all obligations or liabilities of the each, any and all of the Guarantors under this Guarantee.

Signed by the below named to give this guarantee:

Full name (block capitals):

Signature:

Date:

Witness:

Full name (block capitals):

Home address:

Declaration by the witness:

I am satisfied that the person signing this guarantee is the person whose name appears at the top of this page.

Signature:

Date:



Don't forget to enclose:

Please enclose a copy of:

Certificate of Registration for VAT:

Business Proof:

(Utility bill/bank statement less than 3 months old)

Data Protection Act Registration No. or Certificate:

Bank details on Company headed paper:

Business Insurance policy:

Customer Terms & Conditions:

Personal proof for all partners/directors:

(Driving licence/passport)

FOR OFFICE USE ONLY:

	Date	Initial
DPA check	<input type="checkbox"/>	<input type="checkbox"/>
VAT check	<input type="checkbox"/>	<input type="checkbox"/>
Credit check	<input type="checkbox"/>	<input type="checkbox"/>
Business proofs check	<input type="checkbox"/>	<input type="checkbox"/>
'Do Not Deal' check	<input type="checkbox"/>	<input type="checkbox"/>
Director proofs check	<input type="checkbox"/>	<input type="checkbox"/>
P.G. signed where applicable	<input type="checkbox"/>	<input type="checkbox"/>
Photo of premises	<input type="checkbox"/>	<input type="checkbox"/>
Land registry search	<input type="checkbox"/>	<input type="checkbox"/>
Account set up on CRM	<input type="checkbox"/>	<input type="checkbox"/>
Account set up for BACS	<input type="checkbox"/>	<input type="checkbox"/>
Network codes applied for	<input type="checkbox"/>	<input type="checkbox"/>
Attached copy of RM visit report	<input type="checkbox"/>	<input type="checkbox"/>